

# SAMPLE – For Illustration Only

## Computer and Information Usage Agreement

### *Practitioner and Facility Development Tips*

***All persons who are authorized to view data*** both through enterprise information systems and through individual department local area networks and databases ***must read and comply with a Covered Entity's security and confidentiality policy.*** Under HIPAA, the use of a computer network shared by many users must incorporate policies and procedures to protect health care information. ***This document provides practitioners and facilities with best practice guidelines for developing an organization specific computer and information usage agreements:***

- *Respect the privacy and rules governing the use of any information accessible through the computer system or network and only utilize information necessary for performance of my job.*
- *Respect the ownership of proprietary software. Do not make unauthorized copies of such software for your own use, even when the software is not physically protected against copying.*
- *Inspect the capability of the systems, and limit your own use so as not to interfere unreasonably with the activity of other users.*
- *Respect the procedures established to manage the use of the system.*
- *Prevent unauthorized use of any information in files maintained, stored or processed by Covered Entity.*
- *Do not seek personal benefit or permit others to benefit personally by any confidential information or use of equipment available through work assignments.*
- *Do not operate any non-licensed software on any computer provided by Covered Entity.*
- *Do not exhibit or divulge the contents of any record or report except to fulfill a work assignment and in accordance with Covered Entity policy.*
- *Do not knowingly include or cause to be included in any record or report, a false, inaccurate, or misleading entry.*
- *Do not remove any record (or copy) or report from the office where it is kept except in the performance of my duties.*
- *Report any violation of this agreement.*
- *Understand that the information accessed through all Covered Entity's information systems contains sensitive and confidential patient/member care, business, financial and hospital employee information that should only be disclosed to those authorized to receive it.*
- *Do not release your authentication code or device to anyone else, or allow anyone else to access or alter information under my identity.*

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- *Do not utilize anyone else's authentication code or device in order to access any Covered Entity system.*
- *Respect the confidentiality of any reports printed from any information system containing patient/member information and handle, store and dispose of these reports appropriately.*
- *Do not divulge any information that identifies a patient/member.*
- *Understand that all access to the system will be monitored.*
- *Understand that my obligations under this Agreement will continue after termination of my employment. I understand that my privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.*

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## Sample Computer and Information Usage Agreement:

*This form is provided without any warranty, express or implied, as to its legal effect and completeness. Use of this form is entirely at your own risk.*

(HEALTHCARE ENTITY) considers maintaining the security and confidentiality of protected health information a matter of its highest priority. All those granted access to this information must agree to the standards set forth in this computer and information usage agreement. All those who cannot agree to these terms will be denied access to protected health information entrusted by our patients to this organization. Each person accessing (HEALTHCARE ENTITY) data and resources holds a position of trust relative to this information and must recognize the responsibilities entrusted in preserving the security and confidentiality of this information. The following conditions apply to all those having access to protected health information.

**I will:** Respect the privacy and rules governing the use of any information accessible through the computer system or network and only utilize information necessary for performance of my job. Respect the ownership of proprietary software. For example, do not make unauthorized copies of such software for your own use, even when the software is not physically protected against copying. Respect the finite capability of the systems, and limit your own use so as not to interfere unreasonably with the activity of other users. Respect the procedures established to manage the use of the system. Prevent unauthorized use of any information in files maintained, stored or processed by (HEALTHCARE ENTITY). Not seek personal benefit or permit others to benefit personally by any confidential information or use of equipment available through my work assignment. Not operate any non-licensed software on any computer provided by (HEALTHCARE ENTITY). Not exhibit or divulge the contents of any record or report except to fulfill a work assignment and in accordance with (HEALTHCARE ENTITY) policy. Not knowingly include or cause to be included in any record or report, a false, inaccurate, or misleading entry. Not remove any record (or copy) or report from the office where it is kept except in the performance of my duties. Report any violation of this code. Understand that the information accessed through all (HEALTHCARE ENTITY) information systems contains sensitive and confidential patient/member care, business, financial and hospital employee information, which should only be disclosed to those, authorized to receive it. Not release my authentication code or device to anyone else, or allow anyone else to access or alter information under my identity. Not utilize anyone else's authentication code or device in order to access any (HEALTHCARE ENTITY) system. Respect the confidentiality of any reports printed from any information system containing patient/member information and handle, store and dispose of these reports appropriately. Not divulge any information that identifies a patient/member. Understand that all access to the system will be monitored.

I understand that my access to protected health information maintained by (HEALTHCARE ENTITY) is a privileges and not a right afforded to me. By signing this agreement, I agree to protect the security of this information and maintain all protected health information in a manner consistent with the requirements outlined under the federal privacy regulations. Any breach of the terms outlined in this agreement will subject me to penalties, including disciplinary action, under policies of (HEALTHCARE ENTITY) as well as any applicable State law. By signing this agreement, I agree that I have read, understand and will comply with all the conditions outlined in this agreement.

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Signature/Date

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Title

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